

**AGREEMENT BETWEEN KUYKENDALL & ASSOCIATES, P.C.  
AND THE RABEN GROUP, LLC**

This Agreement between Kuykendall & Associates, P.C. ("Kuykendall"), 531 Convent Avenue, Tucson, AZ 85701-2612, and The Raben Group, LLC ("The Raben Group"), 1640 Rhode Island Avenue, NW, Suite 600, Washington, DC 20036, Tax ID # 52-2296319, sets forth as follows:

1. Kuykendall has retained the services of The Raben Group to develop and execute a federal lobbying and communications strategy relating to the enforcement of the *Avena* judgment of the International Court of Justice, following the decision of the U.S. Supreme Court in *Medellin v. Texas*. Katharine Huffman will serve as the primary representative of The Raben Group. Other Raben Group professionals will assist her as needed. Gregory J. Kuykendall will serve as the primary representative of Kuykendall.
2. This Agreement is an amendment to the agreement that took effect on 1 January, 2009. The term of this Agreement is from 1 January, 2014 through 31 May, 2014.
3. Ms. Huffman, as the representative of The Raben Group, shall report directly to Greg Kuykendall and others as he directs. She will assist with the following activities:
  - Ongoing development and execution of a comprehensive lobbying and communications strategy directed at key members and staff at the White House, relevant federal agencies, congressional committees, and/or other opinion leaders and decision makers with an influence on the implementation of the *Avena* judgment.
  - Identification of key constituent voices and third-party validators, or "grasstops," who will lend their critical support to our efforts.
  - Ongoing development of materials to support the lobbying and communications program, including (as appropriate) fact sheets, Hill briefings, Dear Colleagues, one-minute speeches and other communications vehicles.
  - Regular strategy sessions with the client and other appropriate personnel.

Any work performed by The Raben Group outside of the responsibilities listed herein must be approved in advance by Mr. Kuykendall.
4. In consideration for these services, Kuykendall shall compensate The Raben Group in the amount of \$4,285 per month for the period from 1 January, 2014 through 31 May, 2014. In addition, Kuykendall will cover any project-related expenses (See (5.) below). Upon receipt and approval of its monthly invoice, payment will be made within 15 days.
5. The Raben Group will be reimbursed for any legitimate project-related expenses incurred in connection with this Agreement. Payment will be effected by Kuykendall upon approval of expense report(s) supported by original receipts and invoices. Any extraordinary expenses will be pre-approved by Mr. Kuykendall. Examples of extraordinary expenses are airline tickets and hotels.

6. The Raben Group will adhere to the guidelines set forth in the attached "MCLAP Billing Requirements" and shall mail its invoices and receipts to the MCLAP bookkeeper:

Ruth Ann Valdivia  
63870 W. Quail Haven Drive  
Bend, OR 97701

7. It is noted that the billing requirements describe non-reimbursable fees and expenses. In addition, all expenses must be documented with original receipts that show the date, items purchased, price per item and total price, and this information on the receipts must be clearly legible when received by MCLAP.
8. The Raben Group shall submit its billing on a monthly basis. All fees and expenses incurred prior to June 1, 2014, shall be submitted for payment by June 15, 2014. Due to Mr. Kuykendall's contractual obligations with the Government of Mexico, *billing submitted after this date will not be paid.*
9. The Raben Group shall indemnify and hold harmless Kuykendall, its officers and employees against all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly, arising out of, or as a result of any act or omission by The Raben Group, its employees, agents or subcontractors in the performance of this Agreement.
10. The Raben Group and its employees, agents and subcontractors agree to maintain confidentiality with respect to proprietary and confidential information it has obtained with respect to its work under this Agreement. Confidentiality shall survive the termination of the agreement.
11. Mr. Kuykendall contracts directly with the Mexican government as the Director of MCLAP and his duties include arranging for attorneys to provide legal services related to Mexican nationals in death penalty cases. While Mr. Kuykendall is not personally obligated for payment of Raben Group's fees and costs, Mr. Kuykendall understands the importance of prompt payment and will use his best efforts to see that fees and costs are paid in a timely manner. If Raben Group has questions or concerns in that regard, it will contact Mr. Kuykendall without delay.
12. Either party may terminate this Agreement with or without cause upon written notice. Each party agrees that if the Agreement is terminated, each party will fulfill the responsibilities to which it has committed prior to the time that notice of termination is given.
13. This Agreement represents the totality of the agreement between the parties and may be modified and/or any provision thereof may be waived only by a writing signed by both parties. This contract runs exclusively between the parties and will not implicate Mexico in any way.
14. The parties agree to retain their senses of humor.

In the unlikely event of any dispute regarding this contract, both parties agree to be bound by arbitration applying Arizona law in Arizona.

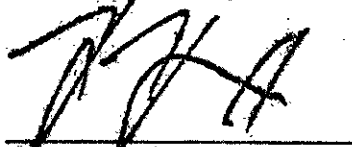
In Witness Whereof, the parties have signed or caused their duly authorized representatives to sign this Agreement.

Date: January 1, 2014

Kuykendall & Associates, P.C.

The Raben Group, LLC

BY:



Gregory J. Kuykendall  
Director, Mexican Capital Legal Assistance Program

BY:



Robert Raben  
President

**Requirements for MCLAP Billing – Effective December 1, 2013****I. WHAT TO KNOW BEFORE YOU INCUR A FEE OR EXPENSE**

1.	Category Not Reimbursable	Requirement Business class upgrades, luxury vehicle rental, valet parking (if self-parking is available), movies, health club passes, and any other non-ordinary incidentals.  Meals or other expenses for consular officers or other employees of the Mexican Foreign Ministry.  Alcoholic beverages. To avoid confusion, please obtain a separate receipt for alcoholic beverages.  Room service, unless a compelling reason for it is provided with the invoice.  Expenses incurred outside of the authorized work trip; on car rentals, there is a maximum reimbursement period of one day before and one day after the actual work.
2.	Receipts	All expenses must have an accompanying receipt.  Receipts must contain date, items, price per item and total price, and all information must be clearly legible when it is received by MCLAP. If it is not legible, you may submit a separate handwritten receipt, photocopy, scan, and/or picture along with the original receipt. You must also submit a copy of the credit card statement with any illegible receipts.  Please tape receipts to plain paper but do not cover any information on the receipt with tape. Please do not staple or highlight the receipt or make ANY handwritten notes on receipts (i.e. tracing over dates and amounts, circling the dates, etc.). If you need to make a clarifying note about a receipt, do so on the plain paper. Do not cut receipts. Fold long receipts under so that they remain intact.  Every effort must be made to pay with credit cards. If you have to pay with cash and can't get a good receipt, advise MCLAP immediately.
3.	Airfare	MCLAP will reimburse only for economy (coach) fare. When a class other than economy is purchased, a comparative quote must be acquired at the time the premium class ticket was purchased. If a comparative quote is not acquired, a similar comparative quote will be researched at the time of invoicing. The comparison may not be as favorable as a quote would have been if acquired at the time of purchasing. MCLAP also reserves the right to charge for their time to perform the comparison.  Whenever possible, make sure the travel class appears in the reservation or receipt.  Boarding passes must be included in addition to flight receipts; if they were not issued, include that explanation in your cover letter to avoid a payment delay.
4.	Car Rentals	MCLAP can pay only for costs incurred within the timeframe of the trip, with a maximum extension on the car rental of one day before and one day after. Luxury vehicles are not allowed.
5.	Copying / Printing / Postage	Receipts or logs from copiers/printers/postal meters can be used for documentation. In the absence of a machine- or human-generated log, a declaration signed by the attorney or office manager itemizing the postage or number of copies/pages per job may be substituted; however, a machine-generated log or a receipt from a print shop is required when more than 500 copies/prints per defendant or more than 1,000 copies/prints per month are submitted for reimbursement.  Copies/prints: The maximum rate per page is .20.

	Category	Requirement
6.	Meals	All meal receipts must be itemized, including those purchased at a hotel. Exorbitant meal costs will be questioned.
7.	Taxi / Shuttle / Bus	Pay with a credit card, if possible. In addition to the credit card receipt provided by the taxi vendor, obtain a paper receipt that includes the date, amount and name of the taxi vendor.  The transportation receipt should include the place of departure and the destination; if it does not, include this information in your invoice (do not write on the receipt itself).
8.	Closed Cases	Activity performed on closed cases after the closing date should only be related to the closing of the case unless prior authorization from the Program director, Gregory Kuykendall, has been given. Any billing for activity after the close of a case that is not related to the closing of the case and does not have prior approval will not be paid.  All billing for a closed case must be submitted within three months of the closing date.

**II. CREATING AND SUBMITTING YOUR INVOICE**

	Category	Requirement
9.	Billing	Include an invoice number on your bill, and use a new invoice number for each invoice submitted.  Billing must be submitted on a monthly basis unless the total billing for work done in a month is less than \$200. Billing must be submitted within two months, regardless of the amount incurred.  Billing may be submitted via email to admin@kuykendall-law.com if it does not include any original receipts. Otherwise, mail invoice and original receipts to Ruth Ann Valdivia at the address below.  Billing with receipts must be ready to put through a scanner. Please tape original receipts to 8.5 x 11" white paper. Do NOT cover any information on the receipt with tape and do not use staples or glue.
10.	Defendant Names	Use each defendant's REAL name (first name, two last names). In most cases, the defendant will have two last names. Both last names must be included on the invoice or the invoice will be returned for correction, which may delay payment.
11.	Expenses - Descriptions	Include date of expenditure (match date on receipt or date of flight or hotel checkout), name of payee, and description of activity or expenditure as it relates to case (e.g., "July 1, 2013, Northwest Airlines, ticket to Los Angeles to meet with attorney").
12.	Fees - Itemization	Round to the nearest 1/10 <sup>th</sup> of an hour. Time submitted in any other fraction will be returned. Provide date and description of work that justifies the fees being charged. Provide the time spent on each activity; do not group activities into one time entry.  <u>Not Acceptable</u> 07/01/2013 - case assessment, emails, travel, mtg 3.5 hrs  <u>Acceptable</u> 07/01/2013 - update case assessment 1.5 07/01/2013 - emails w counsel .4 07/01/2013 - travel to courthouse .6 07/01/2013 - attend status conference 1
13.	Meals	If the meal involves multiple individuals, state the names in the description of the expense on the invoice (do not write on the receipt).

Category	Requirement
14.	<p><b>Mileage</b></p> <p>The maximum authorized reimbursement rate is the IRS rate for business travel in effect at the time of the travel, as shown at <a href="http://www.gsa.gov/portal/content/100715">http://www.gsa.gov/portal/content/100715</a>. Include a printout of the route and mileage (e.g. MapQuest) as if it were a receipt. Do not round up mileage calculations.</p> <p>Include the reason for the trip, the number of miles, and the reimbursement rate; include the departure and arrival destinations for all travel (e.g., "4/16/13: Mileage, Houston to New Orleans to meet with attorney, 225 miles, \$0.565").</p>
15.	<p><b>Personnel</b></p> <p>For all personnel, specify first name, last name, position and hourly rate, e.g., "Jane Smith (paralegal), \$75.00".</p>
16.	<p><b>Subtotaling</b></p> <p>Fees must be sorted and subtotaled by personnel and by defendant (i.e., for each case, list MCLAP attorney hours and paralegal hours separately).</p> <p>There are two types of expenses – travel expenses and other expenses. Expenses must be sorted and subtotaled by defendant and by travel expenses versus other expenses.</p> <p>Travel expenses include anything associated with travel – mileage, airfare, train, taxi, car rental, fuel, hotel and meals.</p> <p>Other expenses are all non-travel-related expenses. Examples would be fees for copying, filing, records requests, postage, etc.</p> <p>Sample invoice format:</p> <p>DEFENDANT A – TWO LAST NAMES, FIRST NAME</p> <p>Attorney Fees</p> <p>Attorney Travel Expense</p> <p>Attorney Other Expense</p> <p>Paralegal Fees</p> <p>Paralegal Travel Expense</p> <p>Paralegal Other Expense</p> <p>DEFENDANT B – TWO LAST NAMES, FIRST NAME etc.</p>
17.	<p><b>Travel</b></p> <p>Include the dates of trips on your invoice, so that they can be matched to the dates of expenses. Include an explanation in cases where there is an upgrade in an airfare class at no cost to MCLAP.</p>

Questions? Contact Ruth Ann Valdivia by email at [admin@kuykendall-law.com](mailto:admin@kuykendall-law.com), by phone at (541) 306-3956, or by mail at 63870 West Quail Haven Drive, Bend, OR 97701.

**Thank you! Your adherence to these guidelines will expedite prompt payment.**